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13 **UNITED STATES DISTRICT COURT**
14 **EASTERN DISTRICT OF CALIFORNIA**

15 IQRA KHAN, and ISMAEL KEVON
16 DAVIS, individuals,

17 Plaintiffs,

18 vs.

19 RANDSTAD INHOUSE SERVICES, LLC.,
20 a Delaware Corporation; and DOES 1
through 100, inclusive,

21 Defendants.
22
23

CASE NO. 2:22-cv-02288-JAM-JDP

**JOINT STIPULATION AND ORDER TO
STAY CASE PENDING BINDING
ARBITRATION**

Case Removed: December 22, 2022

1 Plaintiffs Iqra Khan and Ismael Davis (“Plaintiffs”) filed a Complaint in the above-titled action
2 (hereinafter “Action”) against Defendant Randstad Inhouse Services, LLC (“Randstad”) (together
3 with Plaintiff, the “Parties”) asserting employment-related claims arising from Plaintiffs’ employment
4 with Randstad. Plaintiff and Randstad, by and through their respective counsel of record, hereby
5 stipulate and agree to the following:

6 1. Plaintiffs and Randstad are parties to separate Agreements to Arbitrate dated July 14,
7 2022, which purport to require separate binding individual arbitrations of Plaintiff Khan’s and
8 Plaintiff Davis’s claims against Randstad.

9 2. Plaintiffs and Randstad have agreed to have this matter submitted to binding arbitration
10 before the American Arbitration Association (“AAA”) pursuant to the Agreements to Arbitrate.

11 3. The Parties stipulate to a Stay of all Court proceedings until the completion of the
12 binding arbitrations and request that the Court stay this matter pending the outcome of the AAA
13 arbitrations.

14 4. Once the arbitrators’ awards are final, any Party may apply to the Court as provided in
15 the Agreement to Arbitrate and pursuant to the Federal Arbitration Act, to confirm, vacate, or modify
16 the arbitrators’ awards pursuant to applicable law.

17 5. This Stipulation may be executed in any number of facsimile or electronic
18 counterparts, each of which shall be deemed an original, and all such counterparts taken together shall
19 be deemed to constitute one and the same instrument.

20 DATED: January 27, 2023

KABAT CHAPMAN & OZMER LLP

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22 By: /s/ Nathan D. Chapman
Nathan D. Chapman

23 Attorney for Defendant
24 Randstad Inhouse Services, LLC

25 HARDIN LAW GROUP, APC

26 By: /s/ James B. Hardin
27 James B. Hardin (as authorized on 01/27/2023)

28 Attorney for Plaintiffs

1 PURSUANT TO THE STIPULATION THE COURT HEREBY ORDERS that Plaintiff
2 shall initiate arbitration by submitting a written demand to AAA, pursuant to the Agreement to
3 Arbitrate and as provided in the above stipulation. The above-captioned matter is hereby stayed
4 pending the arbitration of this matter. Once the arbitrator's award is final, any party may apply to
5 the Court, as provided in the Agreement to Arbitrate and pursuant to the federal Arbitration Act, to
6 confirm, vacate, or modify the arbitrator's award.

7 **PURSUANT TO STIPULATION, IT IS SO ORDERED**

8
9
10 Dated: January 27, 2023

/s/ John A. Mendez

THE HONORABLE JOHN A. MENDEZ
SENIOR UNITED STATES DISTRICT JUDGE